EXHIBIT A

UNITED STATES DISTRICT COURT

WESTERN DISTRICT OF WASHINGTON

AT SEATTLE

MICROSOFT CORPORATION, Plaintiff, Vs. MOTOROLA, INCORPORATED, Defendant.	No. C10-1823 Seattle, Washington January 24, 2012 10:00 a.m.

TRANSCRIPT OF TELEPHONE CONFERENCE
BEFORE THE HONORABLE JAMES L. ROBART
UNTIED STATES DISTRICT JUDGE

For the Plaintiff:	ARTHUR HARRIGAN Danielson Harrigan Leyh & Tollefson 999 3rd Avenue, #4400 Seattle, WA 98104
For the Defendant:	PHILIP S. MCCUNE Summit Law Group 315 5th Avenue S, #1000 Seattle, WA 98104
Also Present:	Andy Culbert Rick Cederoth (by phone) David Pritikin (by phone) Jesse Jenner (by phone) Steve Pepe (by phone) Stuart Yothers (by phone) Paul Schoenhard (by phone)
Court Reporter:	Kristine M. Triboulet, CCR 3641 N. Pearl St., #D Tacoma, WA 98407

(Proceedings recorded by mechanical stenography; transcript produced with aid of computer)

MADAM CLERK: All please rise. The Federal District Court for the Western District of Washington is now in session, the Honorable James L. Robart, presiding.

THE COURT: Please be seated. The clerk will call this matter.

MADAM CLERK: Case C10-1823, Microsoft Corporation versus Motorola. Counsel, please make your appearance.

MR. HARRIGAN: Good morning, Art Harrigan representing Microsoft and I am here with Andy Culbert, who handles patent litigation in-house for Microsoft.

THE COURT: Mr. Culbert, nice to see you again. I am glad you are here because you are going to come up.

MR. McCUNE: Good morning, Your Honor. My name is Phil McCune. I represent Motorola. On the line are fewer people than I anticipated, but I believe one of them is Steve Pepe, who will be speaking on the claim terms issues. I may speak today in response to anything Mr. Harrigan has brought to the counsel table today and take it from there.

MR. HARRIGAN: Excuse me, Your Honor, I believe we have Mr. Rick Cederoth and David Pritikin on the line and perhaps my partner Chris Wyatt. I am not sure if he was one of the ones that faded or not.

THE COURT: All right. Well, Mr. Pepe, can you hear me well enough?

MR. PEPE: Yes, I can, Your Honor, and also with me is

Jesse Jenner and Stuart Yothers of Robson Gray in New York and Paul Schoenhard down in our DC office.

THE COURT: If at some point you have trouble hearing me, speak up because I have a tendency to drift away from the microphone.

Counsel, I am not sure you need to particularly worry about talking today because mostly you are going to listen to me. One of the prerogatives of being the judge is deciding what's going to be discussed and who's going to get to talk. And as I just indicated mostly today you are going to be hearing me.

Why is that the case? The reason is that it seems to me this litigation has turned into sort of the perfect storm in that a combination of factors has produced a lawsuit which in the view of the Court is substantially out of control and will remain so until approximately 10:40 when I finish this morning.

Why do I say that? I say that in part because you currently have pending nine substantive motions and six procedural motions on the Court's motion report. That represents more than 25% of the motions that are pending in our docket right now. Some of that is the fact that we have been extremely busy. Most of that is the fact that counsel in this matter have not behaved in a professional approach to this litigation and after today that's going to end.

Let me review with you our understanding of these actions. I begin with the Microsoft versus Motorola action filed in the Western District of Washington. That concerned Motorola's alleged contractual obligation to offer Microsoft a license on reasonable and non-discriminatory terms to certain Motorola patents alleged to be necessary to implement a wireless internet standard and a video compression standard. That in the mind of the Court is a breach of contract action.

In the answer to that action Motorola asserted counterclaims, which speak to a breach of contract action, namely that it met its RAND obligations and that Microsoft repudiated any rights associated with Motorola's RAND statements. That's an action that this Court could deal with and probably on an expedited basis or at least an expedient basis.

Enter Motorola, which as best I can tell, the day after Microsoft filed its action, files a First Amended Complaint, which had been originally filed in the Western District of Wisconsin. I have intentionally not gone and looked to see who the judge was, but he or she apparently had no trouble sending it here as promptly as he or she could.

In that action Motorola asserts patents in connection -- or claims of infringement in connection with three patents: The 374 patent, the 375 patent and the 376 patent. In that

action Motorola asserted 32 claims.

Cleverly Microsoft answered and asserted patent infringement claims as to its 780 patent and 582 patent, in addition breach of contract and promissory estoppel. Those are identical, substantially the same, if not identical to the claims that are in the Western District of Washington action.

Not to be outdone, Motorola answered Microsoft's counterclaims and asserted counterclaims of its own seeking declaratory relief that it not infringe on any of Microsoft patents and that Microsoft's patents were invalid. It also sought to declare that it met its RAND obligations and Microsoft repudiated any rights associated with Motorola's RAND statements.

These counterclaims are substantially, if not precisely, the same as the claims set forth by Motorola in the Microsoft action.

By clever pleading, counsel, you have managed to create a situation where you had two lawsuits going in two different venues with exactly the same claims. I wasn't fast enough on the trigger and so I ended up with the mess. I understand why you do this. I understand the advantage that you seek to accomplish by doing it. I am disappointed in counsel for doing so, but they are now all here and they will be dealt with.

That takes me to your performance in regards to the upcoming Markman hearing. With respect to the Motorola patents you seek construction of 16 claims. Microsoft makes an argument that certain of these claims can be grouped so that one construction can apply to multiple claims. I would describe this argument as charitably weak and verging on disingenuous.

With respect to the Microsoft patents the parties dispute 15 terms. Likewise Motorola believes that some of these terms can be grouped. However, because Microsoft disagrees with Motorola's groupings, there is no way for the Court to avoid or to provide -- it will need to provide constructions for all 15 terms. Therefore, the fact you have rival arguments on groupings basically means that I need to construe all terms that are brought before the Court.

It gets worse. In direct contradiction of local Patent Rule 132, the parties filed separate pre-hearing statements found in the docket at 153 and 155, a direct violation of the local rule. The appropriate way to handle that would have been to ask for a telephone conference with the Court and seek guidance on what to do when you couldn't agree. The inappropriate way to handle it is to file rival pre-hearing statements. By filing rival pre-hearing statements I have ten terms proposed by Microsoft, nine of which come out of the Motorola patent and apparently do not have agreement from

Motorola that they are the appropriate terms to be construed. And in Motorola's pre-hearing statement they identify ten terms plus eight additional terms and we're back to the question of what patents do I look to first. Four of Motorola's terms are found in its patents and six are found in Microsoft's patent.

I would tell you that I am tempted to give the benefit to Motorola because among the information that they submitted are some e-mails that suggest that they were attempting to act reasonably and I must say that I found the conduct of Microsoft's counsel to be rather like children in the sand box, that if they couldn't have it their way, they weren't going to share the sand box. Charitably I will simply describe this as negotiations broke down.

That takes us to today, which were we to use a sports metaphor, the referee has called a time out and is addressing the captains of both teams. I will tell you that Motorola's efforts to separate the two groups of patents, which largely are unrelated, was a good place to begin but that was unsuccessful because the negotiations broke down.

It appears to us that the parties agree on four of the disputed terms which should be construed, meaning that they need to be construed. It's up to the Court to decide how to proceed with the Markman hearing in a manner which is consistent with our local patent rules. Since you don't seem

to be able to agree on anything, the Court will decide for you and I will tell you that because Motorola was the first to file an infringement action, we will first do the Motorola patents and we will do in accordance with our local rules ten terms. I would hope that you would be able to agree on those ten terms, but you have not been able to agree on anything and you seem to feel necessary to try and sneak some advantage in every time you deal with each other.

So I would do the following: If you can agree on the ten terms to be selected and they are not going to be groups of terms using different language, which will require the Court to construe the meaning of the word, if you can agree on ten terms, that's fine. If you agree on two terms, then you will have eight terms which were you can't agree with. They will be selected by Motorola going first and Microsoft going next until you filled out your list of ten terms. They will come as I said from the Motorola patent.

The parties are ordered to file a joint pre-hearing statement for this first group of patents no later than Friday January 27th, 2012. That's not very far away. Opening claim construction briefs are due on February 3rd, 2012 and responsive briefs are due on February 17th, 2012. If you follow these deadlines, which I urge you to do, your Markman date of March 9, 2012 remains operative.

What happens after that is somewhat open to question. I

will set a second Markman hearing construing up to ten terms for June 7, 2012. I expect those terms to likewise come out of the Motorola patents. I am not sure that you need 20 terms. In other words, if you don't need this additional ten and if you stop short of that number, that will be fine. It has been our experience that at this point in your litigation it is rare that you need a construction of 20 terms in order to proceed to the next step in the patent infringement process.

If you do find that you need those 20 terms, opening briefs are due on March 23rd, 2012. Responsive briefs are due on April 6th, 2012, and as I indicated, the Markman hearing will be held on June 7th.

I will point out to you that there is a reasonable possibility that we will not have given you term constructions prior to the time those briefs are due. That's simply unavoidable and you are going to have to deal with that uncertainty.

In light of this schedule the Court strikes all deadlines following the first Markman hearing and the set-up for the second Markman hearing and we will regroup at the conclusion of that.

In regards to the pending Summary Judgment Motions, there are two by Microsoft. The first seeks judgment that Motorola has breached contractual commitments and the second

seeks judgment that Motorola's claims for injunctive relief should be dismissed. There is a local rule in our rules which is abundantly clear to me, but apparently not to you, that says that successive Summary Judgment Motions are not only disfavored, but not acceptable because the Court construes them as a way to avoid the page limit for your one motion for Summary Judgment.

Microsoft has now filed two and, therefore, it will not during the course of this litigation file any more. However, since there is at least an argument that can be made that the local rules are ambiguous, I will simply tell you that please read the rule, acknowledge the fact that it says one motion for Summary Judgment limited to 24 pages and it doesn't say one motion for Summary Judgment limited to 24 pages on each issue that's in the litigation, and I will lift Microsoft's restriction on filing its next motion if it deems it appropriate.

Having wiped away then all of the mischief that you have created, the Court imposes the following rules. Going forward in regards to any motion which needs or which is desired to be filed it will not be filed without a prior phone conversation with the Court. You all are very good at calling my clerk and he will be happy to arrange that for you. That someone will need to explain to me why this motion is necessary and why it cannot be resolved by either

cooperation of counsel or alternatively by telephone proceedings.

Going forward, all pleadings that are filed in this matter will be signed on behalf of Microsoft by Mr. Harrigan and on behalf of Motorola by Mr. Polumbo. Both of those gentleman are members of the American College of Trial Lawyers and are aware of the American College of Trial Lawyers' obligations in regards to professionalism and civility.

In addition, going forward, each motion which is filed with this Court or alternative actually each pleading to be filed with this Court will be signed on behalf of Motorola either by Lewis Stevenson or the person who he designates as the equivalent to Microsoft's director of litigation for intellectual property matters. So one of the two of them will sign. The reason for that is that going forward the Court will begin by taking out claims in this matter and I want it clearly understood that it will be done with the understanding that the company brought this down on their own head.

To show that I am an even-handed tyrant, on behalf of Microsoft. All pleadings will either be signed by Mr. Smith or by Mr. Cuthbert.

Counsel, all I can tell you is you're over and done with because you made your own nest in this. I am embarrassed at

the conduct that's reported in this matter. It's just not professional and it's not cooperative and it's not economical and we're not going to have any more of it.

So, Mr. Harrigan, any questions on behalf of the Court's dictates this morning?

MR. HARRIGAN: No, Your Honor.

THE COURT: All right. Mr. McCune?

MR. McCUNE: Your Honor, just one; Mr. Polumbo is not counsel of record in this case.

THE COURT: He will be now. That means no disrespect to you or Mr. Wion. I simply want somebody who's had some mature judgment in regards to this who I suspect needs to talk to your out-of-town counsel about how things are done in this district because as it is right now we have the inmates running the asylum and we are not going to do that any further.

Anything further, counsel? Hearing nothing, I managed to make this by 10:35 as opposed to 10:40. Thank you very much and we will be in recess.

(Court in Recess)

C E R T I F I C A T E

STATE OF WASHINGTON)
) ss.
County of Pierce)

I, the undersigned Notary Public in and for the State of Washington, do hereby certify:

That the foregoing hearing of the case named herein was taken stenographically before me and transcribed under my direction; that the hearing is a full, true and complete transcript of the testimony of said matter, including all questions, answers, objections, motions and exceptions;

That I am not a relative, employee, attorney or counsel of any party to this action or relative or employee of any such attorney or counsel, and that I am not financially interested in the said action or the outcome thereof;

That I am herewith securely sealing digitally signing this transcript and delivering the same to the Clerk of the Court for filing with the Court.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 25thth day of January, 2012.

/s/ Kristine M. Triboulet

Notary Public in and for the State of Washington, residing at Puyallup.